

REMARKS

Applicant first wishes to thank Examiner Najjar for affording Applicant a telephonic interview on June 22, 2004. During the interview, Applicant's counsel and the Examiner discussed the rejection to claim 26 as being anticipated under § 102(e) by the patent to Olgilvie. As noted in the interview, Applicant respectfully disagrees with the rejection.

The present invention relates to a system and method of controlling the retransmission (e.g., replies and forwards) of email message content by a recipient of the email message. By way of example, a sender transmits a first email message to a recipient. Included with the first email message is control information that controls the retransmission of a selected portion of the first email message by the recipient. The selected portion of the first email message may be, for example, selected text, an attachment, or the entire email message. Upon receipt, the recipient may freely reply to or forward the first email message in a second email message. However, the control information determines whether the selected portion of the first email message is included with (or excluded from) the second email message when the recipient replies to or forwards the first email message. By controlling the content of this second email message, the present invention permits the original sender to *control retransmission* by the recipient(s). The original copy of the message received by the recipient remains undeleted.

The Examiner maintains the assertion that Olgilvie teaches, "inserting control information into a first email message to control retransmission of the email message content in a second email message originating from a recipient of the first email message, without deleting the recipient's copy of the first email message," as required by claim 26. During the interview, counsel for Applicant provided at least two reasons why Olgilvie fails to teach this element. First, the control codes of Olgilvie do not control retransmission of the email message content by the recipient. Second, the control codes of Olgilvie necessarily ensure that the recipient's copy of the email messages are deleted from the recipient's system.

Regarding the first point, Olgilvie discloses code sent with an email message or resident on a recipient's system that permanently deletes the recipient's copy of the email message responsive to a pre-configured trigger. Olgilvie further discloses control codes to indicate the message content (or portion thereof) to be deleted. See e.g., *Olgilvie*, cols. 5–7. However, the codes in Olgilvie never control retransmission of the email message content from the recipient. That is, the codes do not determine which portion of the email is/is not included with a message that is forwarded or replied to by the recipient, nor are they intended to. In contrast, the control codes simply indicate which messages or portions of messages are to be deleted at some future time. When the trigger fires, the marked portions are removed from the system. Importantly, however, the recipient in Olgilvie is free to make copies of, reply to, and forward the email as it was received until the trigger fires. Indeed, such activity is inapposite to the requirements of claim 26, inasmuch as it shows no control over the email message retransmission from the time of receipt until the time the trigger expires.

Regarding the second point, Olgilvie also fails to teach controlling retransmission without deleting the recipient's copy of the email message. In fact, Olgilvie explicitly teaches permanently deleting the received messages from the recipient's system after a specified period of time. Indeed, the system of Olgilvie is a self-removing system, and as such, permanent deletion of email messages is *fundamental* to the system of Olgilvie. See e.g., *Olgilvie*, col. 2, ll. 35-36. The Examiner argues that Olgilvie can make copies of the email messages. However, the fact that a user in Olgilvie can make copies of a message means nothing. Olgilvie strives to prevent the accumulation of unwanted emails on the recipient's computer. Thus, Olgilvie attaches self-removing code that permanently deletes the message once a preconfigured trigger fires. (*Olgilvie*, col. 2, ll. 16-31).

Anticipation under 35 U.S.C. §102 requires the disclosure of each and every limitation of a claimed invention in a single piece of prior art. *Rockwell Inter. Corp. v. U.S.*, 147 F.3d 1358, 47 U.S.P.Q.2d 1027 (Fed. Cir. 1998). However, the patent to Olgilvie fails to teach, "inserting

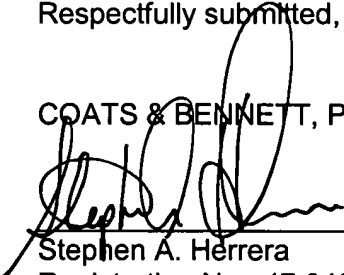
control information into a first email message to control retransmission of the email message content in a second email message originating from a recipient of the first email message, without deleting the recipient's copy of the first email message," as required by claim 26.

Because the Olgilvie patent does not teach each and every limitation of claim 26, it necessarily fails to anticipate claim 26 under § 102. Accordingly, Applicants respectfully request the allowance of claim 26, and its dependent claims 27-35.

The Examiner also maintained the § 102(e) rejection of claims 36, 42, 52, 57, and 63 over Olgilvie, and cited reasons similar to those stated above with respect to claim 26. However, claims 36, 42, 52, 57, and 63 to contain language similar to that of claim 26 discussed above. Therefore, for the reasons stated above with respect to claim 26, Olgilvie fails to anticipate any of claims 36, 42, 52, 57, and 63, as well as the claims that depend therefrom. Applicant therefore respectfully requests the allowance of pending claims 36-68.

Respectfully submitted,

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